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AB

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BRIGGS LAW OFFICE, LLC
400 Market Street, Suite 730
Philadelphia, Pennsylvania 19106,

Plaintiff,

v.

STANTON S. KREMSKY
10102 Beverly Drive
Huntingdon Beach, CA 92646,

SSK MD, Inc.
8941 Atlanta Avenue, Suite 201
Huntingdon Beach, CA 92646,

Defendant.

: **CIVIL CASE NO. ---cv---**

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FILED

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KATE BARKMAN, Clerk
By _____ Dep. Clerk

COMPLAINT

Plaintiff, Briggs Law Office, LLC hereby files this Complaint to recover damages sustained by Plaintiff as a result of Defendants' various acts and omissions. In support its claims, Plaintiff avers the following:

THE PARTIES

1. Plaintiff is a limited liability corporation formed under the laws of the State of New Jersey, with offices at 400 Market Street, Suite 730, Philadelphia, Pennsylvania.
2. Defendant Stanton S. Kremsky is an adult citizen of the State of California, maintaining an address at 10102 Beverly Drive, Huntingdon Beach, California 92646.
3. Upon information and belief, Defendant SSK MD, Inc. is an S-corporation formed under the laws of the State of California, with a registered address at 8941 Atlanta Avenue, Suite 201, Huntingdon Beach, California 92646.

JURISDICTION AND VENUE

4. The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a) because the parties are citizens of different states and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

5. Venue is appropriate in this judicial district, pursuant to 28 U.S.C. § 1391, because the events and omissions giving rise to Plaintiff's claims occurred in this judicial district.

6. This matter is not subject to mandatory arbitration because the amount in controversy exceeds \$150,000.00, exclusive of interest and costs.

FACTS

7. Plaintiff is a law firm with offices in Philadelphia, Pennsylvania and Marmora, New Jersey.

8. Plaintiff and Defendant Stanton S. Kremsky entered into a retainer agreement, dated on or about July 11, 2016 (hereinafter, the "Retainer Agreement," attached as "Exhibit A" hereto). The Retainer Agreement set forth the terms of Plaintiff's representation of Defendant Stanton S. Kremsky in connection with *Kremsky v Kremsky*. Eventually Plaintiff caused a Complaint to be filed in this Court, captioned *Stanton S. Kremsky v Kenneth Kremsky*, which was assigned docket 16-cv-04474 and assigned to the Hon. Mark A. Kearney.

9. Plaintiff zealously represented Defendant Stanton S. Kremsky. Discovery was complex and voluminous.

10. In accordance with the Retainer Agreement, Plaintiff began sending Defendant Stanton S. Kremsky monthly bills. ("Exhibit B" hereto.)

11. To the extent Plaintiff's legal bills were paid, payments were made by SSK MD, Inc. ("Exhibit C" hereto.)

12. Stanton S. Kremsky is the President of SSK MD, Inc. Stanton S. Kremsky was the sole shareholder of SSK MD, Inc.

13. Upon information and belief, Stanton S. Kremsky did not run SSK MD, Inc. as a strictly separate entity in several ways such as the comingling of funds and the failure to hold shareholder meetings, the failure to have functioning officers and directors.

14. Upon information and belief, the purpose of SSK MD, Inc.'s payment of Stanton S. Kremsky's legal bills was promoted by its own interest to recover funds which would be utilized for SSK MD, Inc.'s defined benefit plan.

15. Shortly after Plaintiff's representation began, Plaintiff agreed to accept payments in monthly installments of \$7,000.00 toward unpaid invoices.

16. On March 9, 2017, a federal jury unanimously determined that Defendant had made fraudulent misrepresentations, negligent misrepresentations, and breached his fiduciary duty to Plaintiff.

17. The federal jury awarded damages as follows:

Fraudulent Misrepresentation: \$600,000.00 *plus* \$5,000.00 in punitive damages

Negligent Misrepresentation: \$110,000.00

Breached of Fiduciary Duty: \$29,772.99 *plus* \$5,000.00 in punitive damages

(See, Jury Verdict, attached hereto as "Exhibit D.").

18. An appeal of the judgement is pending before the U.S. Circuit Court for the Third Circuit. Plaintiff no longer represents Stanton S. Kremsky in the pending appeal because Stanton S. Kremsky has terminated Plaintiff.

19. Despite Stanton S. Kremsky's agreement to send \$7,000 a month toward his legal bill, the last payment Plaintiff received was on December 11, 2017.

20. To date, \$247,450.21 remains unpaid to Plaintiff

21. Moreover, Plaintiff retained a forensic accountant, Brad Ryden of the firm Matson Driscoll, for purposes of serving as an expert witness in the instant case.

22. Defendants have refused to pay the expert witness fees of Matson Driscoll, which total \$55,148.50.

23. The failure to pay Plaintiff constitutes a breach of contract, by which Plaintiff has been harmed in the amount of \$302,598.71, plus interests and costs.

FIRST COUNT

Plaintiff v Stanton S. Kremsky
Breach of Contract

24. Plaintiff incorporates by reference the paragraphs 1-XX as though fully set forth at length herein.

25. Plaintiff and Defendant Stanton S. Kremsky entered into a valid and binding contract, namely the Retainer Agreement, pursuant to which Plaintiff was to be paid for representing Defendant Stanton S. Kremsky.

26. Defendant Stanton S. Kremsky has failed to pay Plaintiff under the terms of the Retainer Agreement.

27. Due to Defendant Stanton S. Kremsky's breach of contract, Plaintiff has been damaged in the amount of \$302,598.71, plus interests and costs.

WHEREFORE, Plaintiff demands judgment in his favor and against the Defendant Stanton S. Kremsky, in the amount of \$302,598.71 along with costs and all other relief that the Court deems just.

SECOND COUNT

Plaintiff v SSK MD, Inc.
Breach of Contract

28. Plaintiff incorporates by reference paragraphs 1-XX as though fully set forth herein at length herein.

29. In order to prevent fraud, illegality, injustice reverse veil-piercing is appropriate to use the assets of Defendant SSK MD, Inc. to satisfy the debts owed by its owner Defendant Stanton S. Kremsky to Plaintiff.

30. Because Defendant SSK MD, Inc. failed to observe corporate formalities, including, but not limited to, the comingling of funds, Defendant SSK MD, Inc. reverse corporate veil piercing is appropriate for Plaintiff to recover on its breach of contract claim.

31. Defendant SSK MD, Inc.'s owner had a valid and binding contract, namely the Retainer Agreement, pursuant to which Plaintiff was to be paid for representing Defendant Stanton S. Kremsky.

32. Defendant Stanton S. Kremsky has failed to pay Plaintiff under the terms of the Retainer Agreement.

33. Due to Defendant Stanton S. Kremsky's breach of contract, Plaintiff has been damaged in the amount of \$302,598.71, plus interests and costs.

WHEREFORE, Plaintiff demands judgment in his favor and against the Defendant SSK MD, Inc., in an amount of \$302,598.71 along with costs and all other relief that the Court deems just.

THIRD COUNT

Plaintiff v SSK MD, Inc.
Breach of Contract

34. Plaintiff incorporates by reference paragraphs 1-XX as though fully set forth at length herein.

35. Defendant SSK MD, Inc. promised to answer for the obligations of Defendant Stanton S. Kremsky by virtue of its payments to Plaintiff.

36. Upon information and belief, the principal object of Defendant SSK MD, Inc. in the *Kremsky v. Kremsky* lawsuit was to recover funds needed to fund its defined benefit plan.

37. Defendant SSK MD, Inc. failed to pay Plaintiff for funds due and owing under the Retainer Agreement, in contravention of its promise to Plaintiff.

38. Due to Defendant SSK MD, Inc.'s breach, Plaintiff has been damaged in the amount of \$302,598.71, plus interests and costs.

WHEREFORE, Plaintiff demands judgment in his favor and against the Defendant, in an amount of \$302,598.71 along with costs and all other relief that the Court deems just.

Respectfully Submitted,
BRIGGS LAW OFFICE, LLC

Dated: June 22, 2018


By: 
NORMAN W. BRIGGS, ESQUIRE
ADRIENNE CHAPMAN, ESQUIRE
400 Market Street, Suite 730
Philadelphia, PA 19106

EXHIBIT “A”

BRIGGS LAW OFFICE, LLC

July 11, 2016

VIA EMAIL skremsky@gmail.com ONLY

Stanton S. Kremsky, M.D.

**Re: Kremsky v. Kremsky
Retainer Agreement**

Dear Dr. Kremsky:

I am pleased that you have contacted our firm to represent you with respect to the above-referenced matter. It is appropriate at the outset to confirm in writing the basis of our fees in connection with this representation.

Our fees in this matter will be determined based upon the number of hours devoted to the representation. Currently, my rate is \$290.00 per hour. The rate of associate attorneys who will assist me is \$225.00 per hour. Paralegal work will be billed at \$105.00 per hour. As with all rates for professional services, these rates are subject to change in the future. This letter also confirms that you will provide a retainer of \$5,000.00. *As we discussed, the cost to review and analyze the emails, bank accounts, and text messages you previously referenced, and to give an opinion as to the strength of your claims, should be well under the \$5000 retainer fee. I would recommend that you proceed expeditiously (whether you retain our firm or not) simply to limit your nephew's ability to liquidate assets.*

Our invoices, which will be sent monthly and will be due upon receipt, will include, as a separate charge, any costs which we have incurred on your behalf. These will include out-of-pocket costs, as well as the costs for certain services such as long-distance telephone calls, special mailing, online computer research, messenger and shipping, telecopier, extraordinary secretarial costs, transcripts, filing fees and other items. When appropriate, we request our clients to pay substantial expenses directly to the provider.

At the conclusion of this matter, we will retain your legal files for a period of three (3) years after we close our file. At the expiration of the three-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

If you have any questions as to anything contained in any of our billings, please direct your inquiry to me. In the event that your account becomes delinquent, we will contact you in order to make arrangements to bring your account current.

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STAN KREMSKY

PAGE 02/02

BRIGGS LAW OFFICE, LLC

July 11, 2016

Page 2 of 2

If the terms of this engagement are acceptable to you, please sign this letter and return it via facsimile to me at your earliest convenience. Should you have any questions, please do not hesitate to call.

Again, I look forward to working with you.

Very truly yours,
/s/ Norman W. Briggs
NORMAN W. BRIGGS

NWB|p

AGREED TO AND ACCEPTED BY:


Stanton S. Kremsky, M.D.

EXHIBIT “B”

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STANTON S. KREMSKY
10102 BEVERLY DR.
HUNTINGTON BEACH, CA 92646-5415

90-7162
3222 28844 5062

DATE July 13, 16

PAY TO THE ORDER OF Norman Briggs \$ 5,000.00

Five thousand and 00/100 DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

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SSK MD INC
8941 ATLANTA AVE STE 201
HUNTINGTON BEACH CA 92646

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for first invoice



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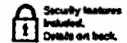
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JPMorgan Chase Bank, N.A. Columbus, Ohio

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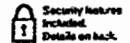
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Christy J. Maurer

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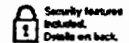
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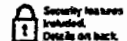
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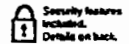
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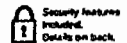
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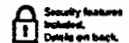
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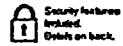
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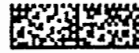
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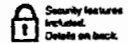
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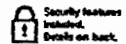
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SSK MD INC
8941 ATLANTA AVE STE 201
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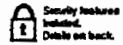
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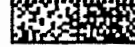
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8941 ATLANTA AVE STE 201
HUNTINGTON BEACH CA 92646

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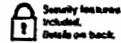
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BRIGGS LAW OFFICE
110 ROOSEVELT BLVD
STE 201
MARMORA NJ 08223



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Christy J. Maxwell

JPMorgan Chase Bank, N.A. Columbus, Ohio

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EXHIBIT “C”

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

STANTON S. KREMSKY : **CIVIL ACTION**
 :
 v. : **NO. 16-4474**
 :
 KENNETH F. KREMSKY :

VERDICT

The sworn jury of eight persons unanimously finds:

I. As to Stanton Kremsky's fraudulent misrepresentation claim:

1. Did Stanton Kremsky prove by clear and convincing evidence that Kenneth Kremsky misrepresented a material fact on which he justifiably relied causing him harm?

 X YES NO

*If yes, please proceed to Question 2.
If no, please proceed to Question 7.*

Statute of Limitations defense

2. Did Kenneth Kremsky prove by the preponderance of the evidence that Stanton Kremsky, through the exercise of reasonable diligence, should have discovered an alleged fraudulent misrepresentation before August 15, 2014?

 YES X NO

*If yes, please proceed to Question 3.
If no, please proceed to Question 4.*

Damages

3. If "yes" to Question 2, what damages, if any, did Stanton Kremsky suffer from Kenneth Kremsky's fraudulent misrepresentations made on or after August 15, 2014?

\$ _____.

Please proceed to Question 5.

4. If "no" to Question 2, what damages, if any, did Stanton Kremsky suffer from Kenneth Kremsky's fraudulent misrepresentations since the beginning of their financial relationship?

\$ 600,000.

Please proceed to Question 5.

5. Is Stanton Kremsky entitled to punitive damages for Kenneth Kremsky's fraudulent misrepresentations?

X YES _____ NO

If yes, please proceed to Question 6.

If no, please proceed to Question 7.

6. What amount of punitive damages for fraudulent misrepresentation is warranted?

\$ 5,000.

Please proceed to Question 7.

II. As to Stanton Kremsky's negligent misrepresentation claim:

7. Did Stanton Kremsky prove by a preponderance of the evidence Kenneth Kremsky falsely represented material facts to Stanton Kremsky under circumstances where Kenneth Kremsky ought to have known the falsity of his representations and upon which Stanton Kremsky justifiably relied causing him harm?

 X YES NO

*If yes, please proceed to Question 8.
If no, please proceed to Question 11.*

Statute of Limitations defense

8. Did Kenneth Kremsky prove by the preponderance of the evidence that Stanton Kremsky with the exercise of reasonable diligence should have discovered Kenneth Kremsky's alleged negligent misrepresentations before August 15, 2014?

 YES X NO

*If yes, please proceed to Question 9.
If no, please proceed to Question 10.*

Damages

9. If "yes" to Question 8, what damages, if any, did Stanton Kremsky suffer from Kenneth Kremsky's negligent misrepresentations made on or after August 15, 2014?

\$.

10. If "no" to Question 8, what damages, if any, did Stanton Kremsky suffer from Kenneth Kremsky's negligent misrepresentations since the beginning of their relationship?

\$ 110,000.

Please proceed to the Question 11.

III. As to Stanton Kremsky's conversion claim:

11. Did Stanton Kremsky prove by the preponderance of the evidence that Kenneth Kremsky deprived him of personal property without his consent?

_____ YES

X NO

If yes, please proceed to Question 12.

If no, please proceed to Question 15.

Statute of Limitations defense

12. Did Kenneth Kremsky prove by the preponderance of the evidence that Stanton Kremsky with the exercise of reasonable diligence should have discovered Kenneth Kremsky's conversion before August 15, 2014?

_____ YES

_____ NO

If yes, proceed to Question 13.

If no, proceed to Question 14.

Damages

13. If "yes" to Question 12, what was the value of Stanton Kremsky's personal property converted by Kenneth Kremsky on or after August 15, 2014?

\$ _____.

14. If "no" to Question 12, what was the value of Stanton Kremsky's personal property converted by Kenneth Kremsky since the beginning of their financial relationship?

\$ _____.

IV. As to Stanton Kremsky's breach of fiduciary duty claim

15. Did Stanton Kremsky prove by the preponderance of the evidence Kenneth Kremsky breached a fiduciary duty owed to him?

X YES _____ NO

If yes, please proceed to Question 16.

If no, you have completed your deliberations.

Please have the foreperson sign and date below and notify the Madam Deputy.

Statute of Limitations defense

16. Did Kenneth Kremsky prove by the preponderance of the evidence that Stanton Kremsky, with the exercise of reasonable diligence, should have discovered Kenneth Kremsky's alleged conversions before August 15, 2014?

_____ YES X NO

If yes, please proceed to Question 17.

If no, please proceed to Question 18.

Damages

17. If "yes" to Question 16, what amount of damages, if any, did Stanton Kremsky suffer from Kenneth Kremsky's breach of fiduciary duty on or after August 15, 2014?

\$ _____.

18. If "no" to Question 16, what amount of damages, if any, did Stanton Kremsky suffer from Kenneth Kremsky's breach of fiduciary duty since the beginning of their relationship?

\$ 29,772.99

19. Is Stanton Kremsky entitled to punitive damages for Kenneth Kremsky's breach of fiduciary duty?

X YES NO

If yes, proceed to Question 20.

If no, you have completed your deliberations.

Please have the foreperson sign and date below and notify the Madam Deputy.

20. What amount of punitive damages for breach of fiduciary duty is warranted?

\$ 5,000.

**YOU HAVE NOW COMPLETED YOUR DELIBERATIONS.
THE ELECTED FOREPERSON SHALL SIGN AND DATE BELOW AND
NOTIFY THE MADAM DEPUTY YOU HAVE REACHED A VERDICT.**

Date: March 9, 2017

Allen K. Lang
Foreperson

JS 44 (Rev 06/17)

CIVIL COVER SHEET

2:18-2643

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

I. (a) PLAINTIFFS

Briggs Law Office, LLC

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

Philadelphia

(c) Attorneys (Firm Name, Address, and Telephone Number)

Briggs Law Office
400 Market St., #700
Philadelphia PA 19106

DEFENDANTS

Stanton S. Kremsky, SSK MD, Inc.

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

Orange Co., Calif.

NOTE IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer w/Disabilities - Employment <input type="checkbox"/> 446 Amer w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
			FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS Third Party 26 USC 7609	
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity)

28 U.S.C. 1332(a)

Brief description of cause

Recovery for breach of contract.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

JUN 22 2018

DATE

22 June 2018

SIGNATURE OF ATTORNEY OF RECORD

Norman W. Briggs

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG JUDGE

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

18

2643

DESIGNATION FORM

(to be filled by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: Briggs Lab Office, LLC, 400 Market St, #700, Phila. PA 19106Address of Defendant: Stanton S. Krensky 10102 Beverly Dr, Huntington Beach Ca 92646Place of Accident, Incident or Transaction: Philadelphia, PA

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when Yes is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.DATE 22 June 2018 Norman W. Briggs
Attorney-at-Law / Pro Se Plaintiff Attorney I D # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases
(Please specify) _____

B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify) _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases
(Please specify) _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Norman W. Briggs, counsel of record or pro se plaintiff, do hereby certify☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs☐ Relief other than monetary damages is sought.DATE 22 June 2018 Norman W. Briggs
Attorney-at-Law / Pro Se Plaintiff Attorney I D # (if applicable)

JUN 22 2018

NOTE A trial de novo will be a trial by jury only if there has been compliance with F R C P 38

AB

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Briggs Law Office, LLC

v.

Stanton S. Krensky, SSIC MD, Inc.

CIVIL ACTION

18 2643

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

22 June 2018
Date

Norman Briggs
Attorney-at-law

Briggs Law Office, LLC
Attorney for IT

215-925-4632

215-390-5950

nbriggs@thebriggslaw.com

Telephone

FAX Number

E-Mail Address

JUN 22 2018